

**CONTRACT PERIOD THROUGH JUNE 30, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ADULT CRIMINAL TRIAL ATTORNEY SERVICES - OCC**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **JUNE 10, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SF/mm  
Attach

Copy to: Clerk of the Board  
Mark Kennedy, OCC  
**Sheri Zedek, OCC**  
**Sharon Tohtsoni**, Materials Management

(Please remove Serial 00048-ROQ from your contract notebooks)

# Office of Contract Counsel



Mark Kennedy  
Contract Administrator

**Memo to:** All Court Appointed Counsel Contract Attorneys; Prospective Contract Attorneys  
**From:** Stan Fisher, Senior Procurement Consultant, Maricopa County  
**Date:** August 14, 2003  
**Re:** SOLICITATION FOR 2002/2004 CONTRACT YEARS

Attached is an application and contract package (Serial 02023-ROQ) for Adult Criminal Trial service area for a 2002/2004 Indigent Representation contract. This is a two (2) year contract with options for up to three (3) renewal years, at the County's option.

Completing an application is not a commitment that you will accept a contract if it is offered. **However, it is a requirement if you wish to be considered for a contract.** Maricopa County reserves the right to add contractors to this contract as required to meet County requirements.

Please complete the application form, **sign it where indicated**, and **attach a professional writing sample that you personally drafted and a business plan that outlines your ability and availability to perform the contract(s) applied for.**

**Your application shall be delivered in a sealed envelope, and shall be clearly identified with the serial number and the title of this solicitation.** You must submit one (1) "original" identified as such and five (5) "copies" of the application and all materials requested for consideration. Applications that do not include all required documents and/or information shall be determined to be non-responsible and **will not be considered for contract award.** Submit your application packet to:

Stan Fisher  
Maricopa County, Materials Management  
320 W. Lincoln Street  
Phoenix, Arizona 85003

***To be eligible for award, you are required to be a "registered vendor" with Maricopa County. To make arrangements for registration, you may call (602)-506-8718 or (602) 506-3967. Vendor registration and your application must be in agreement. If your application is not in complete agreement, it is the responsibility of the applicant to request the necessary changes, by calling the numbers listed in this section.***

**The application deadline is Thursday, April 11, 2002, 2:00 PM.**

If you have any questions about the application process, you can contact me at (602) 506-3274.

## SECTION I GENERAL PROVISIONS

### 1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings, unless the context requires otherwise:

- A. Board of Supervisors means Maricopa County Board of Supervisors.
- B. Billable Time means time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses and other work required to be done to effectively represent the Client. Billable time does not include, for example, the following:
  - 1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
  - 2. support services or overhead items that are compensated through Contractor's Contract Rate, such as secretarial services, typing or copying; or
  - 3. activity that does not substantially advance the Client's case, such as waiting for meetings, unanswered telephone calls, leaving a voice mail message, or setting up a meeting or conference.
- C. Client means a person who receives services from Contractor pursuant to an assignment by OCC.
- D. Contract means this document and all attachments hereto.
- E. Contract Administrator means the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OCC.
- F. Contract Attorney means an attorney, other than Contractor, who receives compensation pursuant to a contract for legal representation through OCC.
- G. Contractor means the person listed on the Cover Page of the Contract.
- H. County means Maricopa County and is synonymous with OCC.
- I. Credit is one assignment required by the base compensation as provided in Section III, Compensation, of the Contract.
- J. Excess compensation means the calculation of credits beyond those described in a contract and which is made at a time deemed suitable of the Contract Administrator.
- K. Fiscal Year is coterminous with the County's fiscal year, which is comprised of the 12 consecutive months from July 1 to June 30.
- L. OCC means the Office of Contract Counsel and is synonymous with County.
- M. Parties or Party mean OCC, the County and Contractor, as the context requires.
- N. Reimbursable Expenses means expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. "Reimbursable expenses" does not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County (4) expenses for stationery or supplies; (5) or other items that are an ordinary cost of doing business. Including, but not limited to, the transcription of interviews conducted by the contractor or any other person.
- O. Representation means the services that Contractor provides to a Client in a specific legal matter.
- P. Trial means participation in a court hearing at which jeopardy has attached, witnesses are sworn, and testimony is taken. A trial day is 3.5 or more hours of trial time; a half-day is less than 3.5 hours.

### 2. TERM

The **Contract begins on July 1, 2002 (the "Commencement Date") and expires on June 30, 2004**, unless extended, amended or terminated consistent with the provisions of the Contract.

**3. RIGHT TO EXTEND CONTRACT**

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of three (3) additional one-year periods. Contractor shall be notified in writing by OCC of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

**4. DEFAULT, SUSPENSION AND TERMINATION**

- A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor's failure to perform, or upon the occurrence of an event that may cause or result in Contractor's failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract.
- B. The County may terminate the Contract as follows:
  - 1. No Cause. Upon thirty days written notice to Contractor.
  - 2. For Cause. Immediately upon written notice to Contractor.
- C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator.

**5. NON-EXCLUSIVE STATUS**

OCC may provide the same or similar professional services through persons or firms other than Contractor.

**6. CONTRACTOR'S DUTIES**

- A. Effective Representation. Contractor shall provide effective legal representation of the Client, including but not limited to the following:
  - 1. contacting the Client concerning the Representation within 48 hours of notice of appointment;
  - 2. maintaining contact with the Client until the Representation is terminated;
  - 3. using reasonable diligence in notifying the Client of necessary court appearances, including any court action that arises out of the Client's non-appearance; and
  - 4. conducting such interviews and investigation as appropriate to the matter.
- B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the Representation under the Arizona Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OCC so that OCC may appoint replacement counsel. OCC may require Contractor to return any payment for the Representation.
- D. Continuing Representation. Contractor has a continuing duty to represent Clients until the court has terminated the Representation. The County will not compensate Contractor for services rendered after termination or expiration of the Contract.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from Representation for any failure of performance relating to the Representation, Contractor shall reimburse the County for any payment made to Contractor relating to the Representation and provide a written explanation of the failure of performance.
- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the Representation, Contractor may not represent the Client for a fee arising out of that Representation without prior written approval of the Contract Administrator.



- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorneys' fees or damages, in any matter that relates to or arises out of a pending assignment or Representation, other than compensation as specified in the Contract.
- H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the Representation. Contractor will report on a timely basis data and statistics periodically to the Contract Administrator in the manner prescribed by OCC. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OCC will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County, all records and accounts relating to the work performed or the services provided under the Contract, except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OCC contractors, subcontractors and staff, and carefully plan and perform work accordingly. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any Contract Attorney or their staffs.  
  
***In addition, all contractors shall have either a pager or cellular phone available at all times in the event that the Office of Contract Counsel needs to make contact with the contractor.***
- J. Vacation Days. Contractor may designate 10 days during the term ("Vacation Days") for which no appointments will be accepted; provided, however, that the last 10 days of the contract term may not be designated as Vacation Days unless Contractor has received the total number of assignments authorized pursuant to the Contract. Contractor shall facilitate the orderly scheduling of cases by notifying OCC, in writing, at least 14 days prior to invoking this provision.
- K. Substitute Performance. This is a personal service contract between Contractor and the County. Contractor may substitute a performance only a) through a conflict-free Contract Attorney or b) with the written consent of the Contract Administrator. Contractor shall provide a substitute performance in the event Contractor is ill, on approved vacation, or otherwise unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- L. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, service of process, (other than local service), court transcript fees and other expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. OCC will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business, including, but not limited to, long distance telephone calls unless approved in advance by the Contract Administrator as an extraordinary expense.
- M. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OCC shall appoint an investigator, if appropriate, from a group of contracted investigators and approve a specific maximum number of billable hours to be expended by the investigator on the case. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OCC.
- N. Appointment of Interpreters. Court Interpreters will be used for non-English-speaking Clients as reasonable and necessary for all court proceedings and out-of-court matters.
- O. Requests for Court Authorization. Any request made of any Court for any order directing any action by OCC or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Procedure regarding notice of motions.
- P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys.

**7. AVAILABILITY OF FUNDS**

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year, on June 30 of each year, is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that said budget item will be actually adopted, the approval of expenditures being the province of the County Board of Supervisors at the time of the adoption of the budget.

**8. INDEPENDENT CONTRACTOR**

- A. Contractor's relationship to the County shall be as an independent contractor and not employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture Contract, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities.

**9. RIGHTS IN DATA**

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

**10. MALPRACTICE INSURANCE**

- A. Contractor will provide to the Contract Administrator a declarations page for a current certificate of insurance for errors and omissions coverage in an amount not less than \$100,000/\$300,000. Insurance must remain in force during the term of the Contract. In the event Contractor's insurance is terminated, Contractor shall immediately notify the Contract Administrator. Failure to provide proof of malpractice coverage during any period of the contract shall result in its termination. Proof of malpractice coverage is due on the first day of the second month of the effective date of the contract.
- B. Contractor shall not be entitled to coverage or costs of defense from County or its Self-Insurance Trust from liability or other claims arising from Contractor's performance under the Contract.
- C. Contractor agrees to indemnify the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

**11. AMENDMENTS**

All amendments to the Contract must be in writing and signed by both Parties, and approved by the Maricopa County Board of Supervisors. In the event Contractor becomes temporarily unable to perform the Contract, the Contract Administrator and Contractor shall make reasonable efforts to temporarily suspend payment under the Contract.

**12. STRICT COMPLIANCE**

Acceptance by OCC of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

**13. LAWS, RULES AND REGULATIONS**

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

**14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Contractor in the performance of the Contract will not discriminate against any employee based on race, religion, sex, national origin, or disability.

**15. RETENTION AND ADEQUACY OF RECORDS**

Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County, State or Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.

**16. AUDIT AND AUDIT DISALLOWANCES**

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OCC shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OCC may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

**17. DISPUTES**

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the Maricopa County Procurement Code, Section MC1-906.

**18. WAIVER OF CLAIMS**

- A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.
- B. Contractor's obligations under this section shall survive the termination or expiration of the Contract.
- C. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:
  - 1. County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys;
  - 2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys; and
  - 3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and Contract Attorneys.
- D. This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

**19. GOVERNING LAWS**

The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court of the State of Arizona.



**20. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS**

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

**21. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

**22. NOTICE**

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by telecopier; or
- C. three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage-prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

**23. RULES OF CONSTRUCTION**

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

**MARICOPA COUNTY**  
Application for Indigent Representation Contract

Please complete and supply with a business plan and writing sample for the type of contract for which you are applying. ***This application is for the Adult Criminal Trial contract(s).***

Adult Criminal Trial \_\_\_\_\_

Indicate SEF/Durango (***circle one (1) location or both, which you are willing to provide services to.***)

**NOTE:** Multiple contracts **may be** available for this type of contract. **Please indicate the number of contracts you wish to apply for on the line above.** If you wish to rate your order of preference for this contract type, please rank it on the line provided next to the contract type. (Also note that JD/JS Appeals is a subset of Juvenile Dependency and Sex predator and Death Penalty 2nd Chair are subsets of Adult Felony Trial.)

1. Full name: \_\_\_\_\_ Soc. sec. # \_\_\_\_\_
2. Are you a currently licensed to practice law in Arizona? \_\_\_\_\_ State Bar #: \_\_\_\_\_
3. Firm name: \_\_\_\_\_ Firm tax I.D. \_\_\_\_\_  
Please list your partners and associates: \_\_\_\_\_  
\_\_\_\_\_
4. Business address: \_\_\_\_\_
5. Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
6. Home Phone: \_\_\_\_\_ Pager/Cell Phone: \_\_\_\_\_
7. In what languages are you fluent? \_\_\_\_\_
8. Law Schools attended, with dates and degree: \_\_\_\_\_  
\_\_\_\_\_  
Colleges attended, with dates and degrees: \_\_\_\_\_  
\_\_\_\_\_
9. Bar admissions and dates: \_\_\_\_\_
10. Have you ever been denied admission to the Bar of any state? If so, please explain. \_\_\_\_\_  
\_\_\_\_\_
11. Please describe chronologically your law practice and experience since your graduation from law school: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Total Years of Arizona legal experience \_\_\_\_\_
13. List memberships and activities in professional organizations, including offices held: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Describe the nature of your law practice and any specialties in which you have been certified by the Arizona State Bar: \_\_\_\_\_  
\_\_\_\_\_
- a. What percentage of your practice consists of litigation in:  
Civil \_\_\_\_\_ Criminal/Delinquency \_\_\_\_\_ Probate \_\_\_\_\_ Mental Health \_\_\_\_\_
- b. What percentage of your court appearances are in:  
Federal Court \_\_\_\_\_ Superior Court \_\_\_\_\_ Justice Courts \_\_\_\_\_ City Courts \_\_\_\_\_
- c. In the last 3 years:  
How many juries have you tried to verdict? \_\_\_\_\_  
How many trials to the Court? \_\_\_\_\_  
How many appeals have you written and argued? \_\_\_\_\_
15. A.) Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction? If so, provide details, including date and resolution:  
\_\_\_\_\_  
\_\_\_\_\_
- B.) List, describe and provide the dates of any sanctions imposed upon you by any court for violation of any rule or procedure or for any other impropriety:  
\_\_\_\_\_  
\_\_\_\_\_
16. List the names and telephone numbers of three persons who are in a position to comment on your qualifications (Include, and identify as such, one or more professional adversary from the past year): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. Have you previously held a Maricopa County contract? When? \_\_\_\_\_
18. What other public contracts do you currently hold, or will you seek in FY 2002/2004? (If Maricopa County awards you a contract, you will be required to maintain a current statement of other contracts simultaneously held):  
\_\_\_\_\_  
\_\_\_\_\_
19. List your 3 most recent CLE courses \_\_\_\_\_
20. State any other information you regard as pertinent to this application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

**Please attach a business plan and one professional writing sample that you personally drafted.**

## SECTION II WORK STATEMENT

### 1. EFFECT

This Work Statement shall control over any conflict with the General Provisions or Consideration sections of this contract.

### 2. DUTIES

- A. Contractor shall represent Clients in Maricopa County Justice and Superior Courts. OCC may assign Contractor to any proceeding involving the Client, including but not limited to criminal, civil or criminal contempt, probation violation, and de novo appeals from justice court to Superior Court.
- B. OCC may assign Contractor to represent a Client in the following matters:
  - 1. Sexually Violent Person litigation.
  - 2. Non-parties who are involved in litigation, including but not limited to witnesses and other interested persons. These may proceed to representation of the client in a criminal matter.
  - 3. Co-counsel ("Death Penalty Second-Chair") to an OCC Major Felony Contractor to represent a Client in a death-penalty matter.
  - 4. Misdemeanor assignments in Justice Courts.

### 3. PERFORMANCE AT A DESIGNATED LOCATION

Contractor shall make Court appearances at certain locations within Maricopa County, which shall be determined as follows:

- A. Contractor shall appear primarily at the facility designated on the cover page (the "Designated Facility") and at the Justice Courts that serve the Designated Facility.
- B. OCC may assign Contractor to perform up to 10 per cent of Contractor's Base Workload at other Superior Court or Justice Court facilities.
- C. The County normally conducts criminal proceedings at Justice Courts and at the Downtown and Southeast Superior Court facilities. Notwithstanding the foregoing, Contractor shall appear at any location within Maricopa County upon formal notification by OCC of the following:
  - 1. The County has changed a location where criminal proceedings may be conducted; or
  - 2. OCC has re-designated Contractor's Designated Facility.

**4. MAJOR FELONY DESIGNATION**

- A. Immediately after receiving an assignment, Contractor shall determine whether the Contract Administrator should designate the matter as a Major Felony. If Contractor determines the matter should be a Major Felony, Contractor shall discuss the matter with the Contract Administrator. If the Contract Administrator deems the matter to be a Major Felony, the Contract Administrator may treat the matter as follows:
  - 1. Transfer the matter to another OCC Attorney, subject to Court approval; or
  - 2. Instruct Contractor to continue the representation for additional credits or compensation.
- B. If the case is transferred, no credit will be given for the assignment unless Contractor certifies that at least 10 hours have been spent in the representation of the defendant and in furtherance of the case.

**5. EXTRAORDINARY CASES**

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. The Contract Administrator may postpone a determination as to the extraordinary nature of the case or the amount of additional compensation until after the Contractor has completed the matter. Additional compensation must be negotiated between the Contract Administrator and the Contractor based on the facts of the individual case and Contractor's compensation under the entire contract, using criteria for reasonableness of compensation as provided in Section I, General Provisions.

**6. APPOINTMENT OF INVESTIGATORS**

Contractor may authorize investigator hours at a rate \$20.00 per hour, up to a total of 5% of the base dollar value of this contract during the contract term. Investigative hours are to be distributed among the cases assigned under this contract in the Contractor's discretion. Contractor may select investigators from the list of approved County contract investigators and notify the Contract Administrator of the assignment. Investigators will submit billing through the Contractor. Contractor will review the billing and certify that the hours billed by the investigator are reasonable and were expended in the defense of the assigned contract case. Contractor will then forward the billing to OCC for payment. Investigative hours in excess of 5% of the base value of the contract must be submitted for approval by the Contract Administrator as extraordinary expenses.

### SECTION III COMPENSATION/CONSIDERATION

Contractor shall receive compensation as follows:

- A. Base Compensation. Contractor's Base Compensation shall be \$24,000.00 for 30 Credits (the "Base Workload"), per contract year.
- B. Excess Credits. Contractor shall receive \$800.00 for each assignment that exceeds the Base Workload ("Excess Credits"), per contract year. OCC may assign to Contractor up to 20 Excess Credits.
- C. If the contractor terminates the contract prior to its expiration, contractor shall be required to complete a pro rata share of cases calculated on a monthly basis or to return excess funds received. For example, if the contractor terminates the contract after six months, but has been assigned less than one-half of the total number of cases required for that contract year, contractor will be required to accept additional assignments to reach one-half of the annual number of cases or to repay to OCC an equivalent dollar amount.
- D. If contractor withdraws or is relieved from a case, contractor must have worked ten hours on the case in order to receive credit.

#### 1. CREDITS

- A. Initial Filing. Contractor shall be credited with one assignment upon the initial filing of a charging document (the "Initial Filing") against a Client or assignment to represent a witness or victim in a Superior Court proceeding. Contractor also shall represent the Client on any charges that are filed against the Client after the initial assignment, including but not limited to probation revocation proceedings.
- B. Separate Representation of Client by Public Defender, Legal Advocate or Legal Defender. OCC shall determine whether Contractor should assume representation of a Client on charges that the Court assigned separately to the Public Defender or Legal Defender.
- C. Additional Credits for Certain Multiple Filings. OCC shall give Contractor additional Credit for representing a Client on multiple matters that are not joined for trial or plea, subject to the following conditions:
  - 1. One-half ( $\frac{1}{2}$ ) credit if all matters are ended or resolved in a plea.
  - 2. One credit (1) for each matter that proceeds to a separate trial.
- D. Misdemeanor Assignments at a Single Justice Court Facility. OCC shall give Contractor one half ( $\frac{1}{2}$ ) Credit for each misdemeanor assignment. Notwithstanding the foregoing, OCC shall handle an assignment of multiple misdemeanors in the same manner as an assignment of multiple felonies. For example, and not by way of limitation, Contractor shall receive one-half ( $\frac{1}{2}$ ) credit for representing a Client on multiple misdemeanors at one Justice Court facility, whether or not the facility contains a single Justice Court or multiple Justice Courts.

- E. Death Penalty Co-counsel. The following shall apply for each assignment as a Death Penalty Second-Chair:
1. OCC shall give Contractor 8 credits;
  2. Contractor may elect to be removed from the OCC assignment rotation up to 8 times; and
  3. In the event an assignment proceeds to trial as a death penalty matter, OCC shall pay Contractor a trial per diem, up to a maximum aggregate payment of \$18,000, computed as follows:
    - a) \$250 for each full day of trial (3.5 hours or more); or
    - b) \$150 per day for each half day of trial (less than 3.5 hours).
- F. Sexually Violent Person ("SVP") Matters.
1. First Year Assignment. The following shall apply in the first year that a Client is represented in a SVP matter:
    - a) OCC shall give Contractor 4 credits for services up to and including the first day of hearing or trial;
    - b) Contractor may request to be removed from assignment rotation up to 4 times;
    - c) After the first day of hearing or trial, OCC shall pay Contractor a trial per diem, up to a maximum aggregate payment of \$1,000.00, computed as follows:
      - (a) \$250 for each full day of trial (3.5 hours or more); or
      - (b) \$150 per day for each half day of trial (less than 3.5 hours).
  2. Annual Review Hearings. OCC shall give Contractor 1 Credit each annual review hearing on a SVP matter.
- G. Client's Failure to Appear ("FTA").
1. Preliminary Hearing. Contractor shall not receive a Credit for a Client who fails to appear for a preliminary hearing. OCC shall relieve Contractor of responsibility for the representation upon receiving notice from Contractor that the case is FTA.
  2. Arraignment or Trial. OCC shall give Contractor a Credit for a FTA at arraignment or trial. Contractor shall resume the representation if or when the Client appears for further proceedings.
- H. Charges Not Filed. Contractor shall notify the Contract Administrator if a charging document is not filed against a Client. Contractor shall not receive a Credit unless a charging document is filed with respect to Contractor's assignment.
- I. Third-Party Representation. Contractor shall receive one Credit upon entering an appearance pursuant to an assignment to represent a witness or other person who is interested in a proceeding before a Maricopa County Justice or Superior Court. In the event that the client is subsequently charged, Contractor will continue to represent the client without further compensation unless the client's new case is designated extraordinary.

**2. CLAIMS FOR PAYMENT**

- A. Contractor must submit an original Invoice in Support of Request for Warrant on the form prescribed by the County for payments other than the base rate under this contract. Invoices submitted more than six (6) months after the date of the appointment must be submitted to County Attorney's Office, Division of County Counsel as a claim against Maricopa County.
- B. If OCC disallows a portion of any claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of the General Provisions section of this Contract.

**3. TAXES AND BENEFITS**

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.



# MARICOPA COUNTY CONTRACT FOR SERVICES

OFFICE OF CONTRACT COUNSEL  
411 N. Central Ave., Suite 900, Phoenix, AZ. 85004

- |   |  |
|---|--|
| 1. Contract No.: <u>02023-ROQ</u>                         | 2. Contract Type: <u>Fixed Cost</u>                        |
| 3. Contract Amount: <u>\$24,000.00</u><br>(NOT TO EXCEED) | 4. Purpose: <u>Adult Criminal Trial-Downtown/Southeast</u> |
| 5. Budget Code: <u>100-339-3378-810-02</u>                | 6. Contractor TIN/SSN: _____                               |
| 7. Start Date: <u>July 1, 2002</u>                        | 8. Expiration Date: <u>June 30, 2004</u>                   |

=====

This Contract is entered into by and between \_\_\_\_\_, licensed attorney(s) or law firm in the State of Arizona, referred to hereinafter as Contractor, and Maricopa County, Office of Contract Counsel, referred to hereinafter as the OCC. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I - General Provisions  
Section II - Work Statement  
Section III - Consideration

**This Contract contains all the terms and conditions agreed to by the parties.** No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, Office of Contract Counsel, or Contractor, in any State or Federal Court.

=====

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon deposit in the mail, postage pre-paid and addressed as provided below:

Notice to Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Notice to Maricopa County: Materials Management

Address: 320 W. Lincoln, Phoenix, Arizona 85003 Phone: (602) 506-3967

=====

**IN WITNESS WHEREOF**, the parties enter into this Contract:

**CONTRACTOR**

**MARICOPA COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Attorneys or Firm Name

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Clerk of the Board

**BARBARA L SPENCER, 45 W JEFFERSON SUITE #512, PHOENIX, AZ 85003**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 57-1766272

Vendor Number: 571766272

Telephone Number: 602/528-0882

Fax Number: 602/252-1724

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**BLUMBERG & ASSOCIATES, 45 W JEFFERSON SUITE #210, PHOENIX, AZ 85003**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	86-0976690
Vendor Number:	860976690 A
Telephone Number:	602/277-6180
Fax Number:	602/271-4119
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004</b> .

**CARY L LACKEY LAW OFFICE OF 649 N 4<sup>TH</sup> AVENUE, PHOENIX, AZ 85003**  
**C/O CORWIN TOWNSEND ESQ, 2600 N CENTRAL #850, PHOENIX, AZ 85004**

**P081105/B0700005**  
**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: ~~Private~~ **61-1417426**

Vendor Number: ~~G627769200~~ **611417426**

Telephone Number: ~~602/294-0499~~ **288-2303**

Fax Number: ~~602/294-9289~~ **294-9289**

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004.**

***Two (2) contracts.***

**CHRISTOPHER A FLORES, 337 N 4<sup>TH</sup> AVENUE, PHOENIX, AZ 85003**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0996012

Vendor Number: 860996012

Telephone Number: 602/271-0070

Fax Number: 602/252-1922

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**CORWIN A TOWNSEND LAW OFFICE, 2600 N CENTRAL AVE STE #850, PHOENIX, AZ 85004**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0954848

Vendor Number: 860954848

Telephone Number: 602/294-0499

Fax Number: 602/230-8729

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**DAVID L LOCKHARD, 2800 N CENTRAL AVE SUITE #1400, PHOENIX, AZ 85004**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G959405059

Telephone Number: 602/277-7473

Fax Number: 602/274-2129

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**EDWARD J SUSEE ATTY AT LAW, 1220 S ALMA SCHOOL ROAD #104, MESA, AZ 85210**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0648676

Vendor Number: 860648676

Telephone Number: 480/345-0777

Fax Number: 480/649-0097

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***



**ERIC W KESSLER, 240 N CENTER ST, MESA, AZ 85201**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	52-7761615
Vendor Number:	527761615
Telephone Number:	480/644-0093
Fax Number:	480/644-0095
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004.</b>

**GARY BEREN, PO BOX 86, SCOTTSDALE, AZ 85252-0086**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 37-6745111

Vendor Number: 376745111

Telephone Number: 480/560-6442

Fax Number: 602/252-8237

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**45 W JEFFERSON STE #206, PHOENIX, AZ 85003**  
**GARY V SCALES, 337 N FOURTH AVENUE, PHOENIX, AZ 85003-1571**

**P081105/B0700005**  
**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	51-6524920
Vendor Number:	516524920
Telephone Number:	602/258-3740
Fax Number:	602/252-1922
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004.</b>

**GERALD F MOORE PC, 3233 W PEORIA AVE #101, PHOENIX, AZ 85029**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	86-0313040
Vendor Number:	860313040
Telephone Number:	602/863-1358
Fax Number:	602/863-1358
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004</b> .

**GERMAN SALAZAR LAW OFFICE OF, 2256 N 15<sup>TH</sup> AVENUE, PHOENIX, AZ 85007**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 45-7784873

Vendor Number: 457784873

Telephone Number: 602/340-1788

Fax Number: 602/712-9075

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**HERMAN ALCANTAR JR, FIRST NATIONAL BANK BLDG., 1001 N CENTRAL AVE #660, PHOENIX,  
AZ 85004-1102**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G626877921

Telephone Number: 602/253-5996

Fax Number: 602/716-9621

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004.**

**HUMBERTO B ROSALES LAW OFFICE, 1001 N CENTRAL AVE SUITE #660, PHOENIX, AZ 85004**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	52-7786268
Vendor Number:	527786268
Telephone Number:	602/254-4455
Fax Number:	602/716-9621
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004</b> .

**JOHN JUSTIN MCGUIRE, PO BOX 1224, PHOENIX, AZ 85001**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 51-8963503

Vendor Number: 518963503

Telephone Number: 602/254-1726

Fax Number: 602/254-6678

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***



~~MANUEL A BUSTAMANTE, 1440 E WASHINGTON SUITE #10, PHOENIX, AZ 85034~~

Terms: \_\_\_\_\_ NET 30

Federal Tax ID Number: \_\_\_\_\_ Private

Vendor Number: \_\_\_\_\_ G627584821

Telephone Number: \_\_\_\_\_ 602/523 0234

Fax Number: \_\_\_\_\_ 602/523 0301

Certificates of Insurance \_\_\_\_\_ Required

Contract Period: \_\_\_\_\_ To cover the period ending June 30, 2004.

*~~Two (2) contracts.~~*

**CANCELLATION EFFECTIVITY DATE 7/12/2002.**

**NATHANIEL J CARR LAW OFFICE OF, 2600 N CENTRAL AVE SUITE #850, PHOENIX, AZ 85004**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0995635

Vendor Number: 860995635

Telephone Number: 602/606-4686

Fax Number: 602/294-9289

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**RICK G TOSTO PC, 111 W MONROE ST SUITE #1212, PHOENIX, AZ 85003**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0961796

Vendor Number: 860961796

Telephone Number: 602/923-2771

Fax Number: 602/258-9179

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**ROBERT J TREBILCOCK, 4633 W BLUEFIELD AVENUE, GLENDALE, AZ 85308**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G866833638

Telephone Number: 602/298-9982

Fax Number: 602/298-2536

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

**RODRICK S CARTER LAW OFFICES, 2600 N CENTRAL SUITE #850, PHOENIX, AZ 85005**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: 86-0994865

Vendor Number: 860994865

Telephone Number: 602/606-4660

Fax Number: 62/294-9298

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***

**STEPHEN M JOHNSON, 3007 N 18<sup>TH</sup> AVENUE, PHOENIX, AZ 85015**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms:	NET 30
Federal Tax ID Number:	52-7995368
Vendor Number:	527995368
Telephone Number:	602/369-5037
Fax Number:	602/604-7555
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2004</b> .

THOMAS RAWLES, 221 E INDIANOLA, PHOENIX, AZ 85012

Terms: \_\_\_\_\_ NET 30

Federal Tax ID Number: \_\_\_\_\_ Private

Vendor Number: \_\_\_\_\_ G652716628

Telephone Number: \_\_\_\_\_ 602/279-5900

Fax Number: \_\_\_\_\_ 602/264-5566

Certificates of Insurance \_\_\_\_\_ Required

Contract Period: \_\_\_\_\_ To cover the period ending June 30, 2004.

*~~Two (2) contracts.~~*

**CANCELLATION EFFECTIVITY DATE 7/23/2002.**

**WENDY R HERNANDEZ LAW OFFICES, 2800 N CENTRAL AVE SUITE #1750, PHOENIX, AZ 85004**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

Terms: NET 30

Federal Tax ID Number: Private

Vendor Number: G503379729

Telephone Number: 602/230-2333

Fax Number: 602/265-7400

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

***Two (2) contracts.***



**BRAD REINHART, 215 W TURNEY, PHOENIX, AZ 85013**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

**Terms: NET 30**

**Federal Tax ID Number: 27-8726988**

**Vendor Number: 278726988**

**Telephone Number: 602/471-3501**

**Certificates of Insurance Required**

**Contract Period: To cover the period ending June 30, 2004.**

***Two (2) contracts.***

**JUSTIN BERESKY, 122 W OSBORN ROAD, PHOENIX, AZ 85013**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

<b>Terms:</b>	<b>NET 30</b>
<b>Federal Tax ID Number:</b>	<b>51-9151716</b>
<b>Vendor Number:</b>	<b>519151716</b>
<b>Telephone Number:</b>	<b>602/200-8183</b>
<b>Fax Number:</b>	<b>602/200-8173</b>
<b>Certificates of Insurance</b>	<b>Required</b>
<b>Contract Period:</b>	<b>To cover the period ending June 30, 2004.</b>

**TERRI CAPOZZI, 2256 N 15<sup>TH</sup> AVENUE, PHOENIX, AZ 85007**

**P081105/B0700005**

**NIGP COMMODITY CODE 96149**

<b>Terms:</b>	<b>NET 30</b>
<b>Federal Tax ID Number:</b>	<b>55-2179695</b>
<b>Vendor Number:</b>	<b>552179695</b>
<b>Telephone Number:</b>	<b>602/340-1788</b>
<b>Fax Number:</b>	<b>602/257-0774</b>
<b>Certificates of Insurance</b>	<b>Required</b>
<b>Contract Period:</b>	<b>To cover the period ending June 30, 2004.</b>